

AGREEMENT made this _____ day of _____, 1977, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City", and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under M.G.L., 121B, hereinafter referred to as the "Authority".

WHEREAS, with the assistance of the federal, state, and city governments, the Authority has initiated and administered an extensive urban renewal program within and for the City under the provisions of Title I of the Housing Act of 1949; and

WHEREAS, the City, under the provisions of Title I of the Public Works Employment Act of 1976 entitled Local Public Works Capital Development and Investment Act (P.L. 94-369 Sec. 107), has received a Local Public Works Grants allocation in the amount of \$1,700,000, which grant shall be used for the performance of the Charlestown Navy Yard Park Development and,

WHEREAS, the Authority has thorough knowledge of this proposed project and has been responsible for the planning and design of the project since its inception,

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to the City to cause to be completed the work described in the approved grant application under the Local Public Works Capital Development and Investment Act entitled Charlestown Navy Yard Park Development (EDA Grant # 01-51-06202) as it may be amended by the Economic Development Administration from time to time, the terms and conditions of which are included herein by reference.

The Authority shall adhere and cause its subcontractors to adhere to all grant requirements that may be in effect in relation to this contract.

The Authority shall deliver to the City, as necessary, information required by the City for submission to EDA.

The Authority shall include in its sub-contracts the "Standard Terms and Conditions" of the Local Public Works Capital Development and Investment Program, which terms and conditions are attached hereto, made a part hereof and entitled Exhibit A.

ARTICLE II

TERM

This Agreement shall be deemed to be effective from March 15, 1977 until December 31, 1978.

ARTICLE III

COMPENSATION

The City will reimburse the Authority monthly for all costs incurred or accrued by the Authority, as allowable in the approved grant application, in accordance with the request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid by the City hereunder exceed One Million, Seven Hundred Thousand Dollars, (\$1,700,000). The City shall have access to the books, records, and accounts of the Authority.

ARTICLE IV

ASSIGNMENT

The Authority shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the City, but the Authority may sub-contract for survey and planning, site preparation, and the like, without such prior written consent except that all publicly advertised contracts must appear in

the City Record and may only appear with the written approval of the Deputy Mayor for Development.

ARTICLE V

TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in forty (40) working days. In the event of breach of any terms of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

ARTICLE VI

PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand Dollars (\$1,000.00) issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One Dollar (\$1.00), payable to the City of Boston and deliver to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE VII

RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority shall execute and deliver to the City a release from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

ARTICLE VIII

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional costs to the City. Such requests shall be in the form of a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact cause by the occurrence of a contingency, the non-occurrence of which was a basic assumption under which this contract was made, including without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state, or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such cause within thirty (30) days of its occurrence.

IN WITNESS WHEREOF, the parties have executed these presents on the day and year first set forth above.

Executed without an appropriation being available therefor, under G.L. C.44, S. 53A, in accordance with a City Council Order passed on February 28, 1977.

CITY OF BOSTON

BY: _____
Kevin H. White
Mayor

City Auditor

Approved as to Form:

Herbert P. Gleason
Corporation Counsel

BOSTON REDEVELOPMENT AUTHORITY

BY: _____
Robert F. Walsh
Director

Approved as to Form:

Charles J. Speleotis
Chief General Counsel

March 24, 1977

TO: Boston Redevelopment Authority
FROM: Robert F. Walsh, Director
SUBJECT: Local Public Works Grant

The City of Boston Office of Development & Construction has agreed to provide the Authority with One Million, Seven Hundred Thousand Dollars (\$1,700,000) which funds the City will receive under the provisions of Title I of the Public Works Employment Act of 1976. This grant will be used for the performance of the Charlestown Navy Yard Park Development.

It is recommended that the Director be authorized to execute an agreement with the Office of Development & Construction whereby the Authority would receive said One Million, Seven Hundred Thousand Dollars (\$1,700,000) in return for the development of the Charlestown Navy Yard Park.

An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute an agreement by and between the Boston Redevelopment Authority and the City of Boston acting by and through its Office of Development & Construction whereby the Authority will receive One Million, Seven Hundred Thousand Dollars (\$1,700,000) in return for the Development of the Charlestown Navy Yard Park. Said agreement is to be substantially in the form attached hereto.

Attachment